Am. St. Rep. 858; *Gilchrist* v. *Schmidling* (1873), 12 Kan. 263; *Mayor* v. *Lanham* (1881), 67 Ga. 735; *Campau* v. *Langley* (1878), 39 Mich. 451, 33 Am. Rep. 414. The principal case is decided upon the recognized distinction that such a sale for the purpose of satisfying private damages would amount to a deprivation of property without due process of law. COOLEY, CONS. LIM. 445; *Rockwell* v. *Nearing* (1866), 35 N. Y. 302; *Armstrong* v. *Traylor* (1895), 87 Tex. 598, 30 S. W. 440; *Bullock* v. *Geomble* (1867), 45 Ill. 218. Holding that in all cases there must be an opportunity for judicial investigation, see *Varden* v. *Mount* (1879), 78 Ky. 86, 39 Am. R. 208; *Donovan* v. *Vicksburg* (1855), 29 Miss. 247, 64 Am. Dec. 143.

CONTRACT—PUBLIC POLICY—GENERAL RESTRAINT OF TRADE.—Defendant sold his business and good-will to plaintiff, and covenanted never again to engage in the same line of business in any part of the United States. Bill in equity to restrain a breach of this covenant. *Held*, on demurrer, that the contract was valid and enforceable. *National Enameling & Stamping Co.* v. *Haberman* (1903), 120 Fed. Rep. 415.

This conclusion was reached, though the contract was admitted to be in general restraint of trade. The court assumes the premise that under the enlarged commercial conditions of the country the covenant is reasonable, and thus eliminates the question chiefly discussed in the cases on the subject. *Mitchel* v. *Reynolds* (1 P. Wms. 181) and note; 1 Smith's Leading Cases, 5th Am. ed. p. 515. The modern cases seem to leave little room for the operation of the old doctrine of the invalidity of contracts in restraint of trade, as laid down in *Mitchel* v. *Reynolds*, *supra; Alger* v. *Thacher*, 19 Pick. 51, and the older authorities. See *Diamond Match Co.* v. *Roeber*, 106 N. Y. 473, 13 N. E. Rep. 419, 60 Am. Rep. 464; *Nordenfelt* v. *Maxim, etc. Gun Co.*, L. R. (1894), A. C. 535. The interest of the public in the defeat of these contracts, is, however, still given much weight in some jurisdictions. *Consumer's Oil Co.* v. *Nunanemaker*, 142 Ind. 560, 41 N. E. 1048, 51 Am. St. Rep. 193; *Gamewell Tel. Co.* v. *Crane*, 160 Mass. 50, 35 N. E. Rep. 98, 22 L. R. A. 673. The matter is regulated by statute in some states. Code of Georgia, sec. 2750; California Civil Code, sec. 1673. The California code commissioners, in their note to a strict provision on the subject, remark that, "Contracts in restraint of trade have been allowed by modern decisions to a very dangerous extent."

CONTRACT—VALIDITY—RELEASE OF EMPLOYER FROM LIABILITY TO NEXT OF KIN FOR INJURY TO EMPLOYEE.—Plaintiff's minor son was killed while in the employ of defendant railway company. In an action by the father for the loss of his son's services defendant put in evidence a written contract whereby, in consideration of the employment, plaintiff had released the company from all liability to him for any injury which the son might sustain while so employed, The statutes of the state declared that such contracts as the above, *between employer and employee* should be deemed null and void as against public policy. Also that, any act of negligence in connection with railway employment whereby serious injury, *but not death*, resulted to another, should be deemed criminal negligence. *Held*, that the contract was valid and a bar to the action. *New* v. *Southern Ry. Co.* (1902), — Ga. —, 42 S. E. Rep. 391, 59 L. R. A. 115.

Cook v. *Western & A. Ry. Co.*, 72 Ga. 48, was overruled as having been decided upon an erroneous interpretation of the statute concerning criminal negligence. In the recent case of *Tarbell* v. *Rutland Ry. Co.*, 73 Vt. 347, 51 Atl. 6, 56 L. R. A. 656, the supreme court of Vermont passed upon similar questions

and found no difficulty in arriving at a different conclusion under statutes apparently much less stringent than those of Georgia. Contracts exempting railway companies from liability for injuries to employees have frequently been held void as against public policy in the absence of any statute on the subject. *Ry. Co.* v. *Spangler*, 44 Ohio State 471, 8 N. E. Rep. 467, 58 Am. Rep. 833.

ELECTIONS—RIGHT OF A PARTY COMMITTEE TO QUESTION ELIGIBILITY OF A CANDIDATE.—The governing committee of a political party refused to place a candidate's name upon a primary election ballot, on the ground that he was ineligible to the office. On mandamus to compel him so to do, *Held*, that the writ should issue. *Young* v. *Beckham* (1903), — Ky. —, 72 S. W. Rep. 1092.

The holding was that the committee had no right to determine who is eligible to an office under the laws of the state, nor to raise any question as to the eligibility of a candidate before the primary. The persons who are entitled to vote at such election, according to the court, are the ones who are to determine who is to be that party's candidate for a particular office. The case seems never to have arisen before. The decision leads to the conclusion that the question of the eligibility of a candidate can only be raised after election, and that prior thereto, every voter has his constitutional right to vote for the person of his choice, subject to the right of the court to inquire into his eligibility in case of his election. That the election of a candidate disqualified to hold the office gives him no right to hold the same is well settled. 23 AM. & ENG. ENC. LAW (2d ed), 338; *Patterson* v. *Miller* (1859), 59 Ky. (2 Met.) 493; *Palmer* v. *Woodbury* (1859) 14 Cal. 43; *State* v. *Newman* (1887), 91 Mo. 445, 3 S. W. 849; *Spear* v. *Robinson* (1849), 29 Me. 531.

FRAUDULENT CONVEYANCES—CONTINGENT FEES.—The plaintiff acted as attorney for one K in collecting a claim against a railroad company upon a contingent fee. The plaintiff had taken no steps to obtain a statutory lien for his fee upon the claim. The railroad company settled with K for $2,000 without the knowledge or consent of the plaintiff. K then, for the purpose as was alleged of defrauding the plaintiff, placed the money in the hands of his brother-in-law, E, with the understanding that his claims were to be paid first and the balance as directed by K. E had abandoned all hopes of collecting his claim against K before the deposit, and had lost or destroyed some of the evidences. The plaintiff had obtained judgment for the amount of his fee, and now garnisheed E. *Held*, that E may pay his own claims first and remainder to plaintiff. *Kerr* v. *Kennedy* (1903), — Iowa —, 93 N. W. Rep. 353.

Payments or conveyances of land in satisfaction of debts barred by the statute of limitations are not fraudulent as to other unsatisfied creditors. The debtor has the right to waive the limitation. *Roberts* v. *Brothers* (1903), — Iowa —, 93 N. W. 289. Contingent fees are allowed in most states, and even where champertous agreements between the plaintiff and his attorney for the prosecution of a suit are against public policy and void, this does not affect the right of the plaintiff to prosecute his action against the defendant. *Mo. Ry. Co.* v. *Smith*, 60 Ark. 221, 29 S. W. 752; *Pa. Co.* v. *Lombardo*, 49 O. St. 1, 29 N. E. 573, 14 L. R. A. 785. Nor does an attorney forfeit his right to compensation for his services by entering into a champertous agreement with his client. *Stearns* v. *Felker*, 28 Wis. 594. There seems to be much conflict whether a contingent fee for the prosecution of a suit can operate as an equitable assignment of the subject-matter in litigation to the extent of the contingent fee. Distinctions might be made (1) where notes, bonds, judgments